

9/25/73

Executed in 8 Counterparts of
which this is Counterpart No. 5

7184-a

RECORDATION NO. _____ Filed & Recorded

OCT 31 1973 -9 45 AM

AMENDMENT NO. 1

INTERSTATE COMMERCE COMMISSION

Dated as of September 27, 1973

to

RAILROAD EQUIPMENT AGREEMENT

Dated as of September 1, 1973

between

GREENVILLE STEEL CAR COMPANY
Vendor

and

THOMAS F. PATTON and RALPH S. TYLER, JR.,

Trustees of the Property of

ERIE LACKAWANNA RAILWAY COMPANY, Debtor,
Vendees

9/25/73

AMENDMENT NO. 1

THIS AMENDMENT NO. 1, dated as of the 27th day of September, 1973, to Railroad Equipment Agreement, dated as of the 1st day of September, 1973 (the "Agreement"), by and between GREENVILLE STEEL CAR COMPANY, a Pennsylvania corporation ("Vendor"), and THOMAS F. PATTON and RALPH S. TYLER, JR., Trustees of the Property of ERIE LACKAWANNA RAILWAY COMPANY, Debtor ("Vendees");

WITNESSETH THAT:

WHEREAS, under the terms of the Agreement the Vendor agreed to construct and deliver to Vendees and Vendees agreed to accept and pay for 258 70-ton triple hopper cars (the "Cars"); and

WHEREAS, under and pursuant to the terms of Article 20 of the Agreement, entitled "Modification of Agreement", Vendees by letter dated September 25, 1973 and accepted by Vendor on the same date, have increased the number of Cars to be constructed, delivered, accepted and paid for under the Agreement from 258 Cars to 750 Cars, or an additional 492 Cars; and

WHEREAS, the parties intend by this Amendment No. 1 to provide that the terms and provisions of the Agreement shall be applicable to all of the 750 Cars;

NOW, THEREFORE, with the intention of being legally bound hereby, the parties hereto hereby agree as follows:

1. Terms as used herein shall have the same meaning as used in the Agreement, unless the context otherwise appears.

2. "Cars" as used in the Agreement shall mean the entire 750 Cars.

3. The Cut-Off Date shall be deemed to mean May 1, 1974 as to the first 258 Cars and August 1, 1974 as to the additional 492 Cars.

4. The first two lines of Article 4 of the Agreement, entitled "Marking", hereby are amended to read as follows:

"4. Marking. Prior to the delivery of the Cars to Vendees they will be numbered with Vendees' Car Numbers 33250 to 33999, both . . ."

5. Except as herein amended the Agreement shall remain in full force and effect.

WITNESS the due execution hereof as of the date first above written.

[SEAL]

Attest:

F.B. Logan
Assistant Secretary

GREENVILLE STEEL CAR COMPANY

By

G.C. Brecht
Vice President

Witness:

THOMAS F. PATTON and RALPH S. TYLER, JR.,
Trustees of the Property of ERIE
LACKAWANNA RAILWAY COMPANY, Debtor

R.L. Mark
Secretary

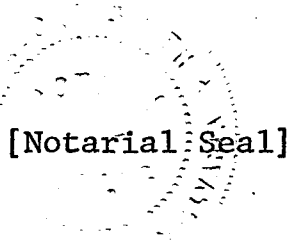
By

J.R. Lempert
SENIOR Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF MERCER

)
)
) SS:

On this 28th day of September, 1973, before me personally appeared G. C. Brecht, to me personally known, who being by me duly sworn, says that he is a Vice President of Greenville Steel Car Company, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on this day on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



[Notarial Seal]

Leora Smith
Notary Public

LEORA SMITH, Notary Public
GREENVILLE, MERCER COUNTY

My Commission Expires: My Commission Expires Feb. 21, 1977

STATE OF OHIO

COUNTY OF CUYAHOGA

)
)
)
SS:

On this 25TH day of ~~September~~ ^{OCTOBER}, 1973, before me personally appeared J. R. NEIKIRK, to me personally known, who being by me duly sworn, says that he is a Vice President of the Trustees of the property of Erie Lackawanna Railway Company, Debtor, that the foregoing instrument was signed on this day by him on behalf of and by authority of the Trustees of the property of Erie Lackawanna Railway Company, Debtor, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Trustees.

Harry P. Gizler
Notary Public

[Notarial Seal]

My Commission Expires:

HARRY P. GIZLER
NOTARY PUBLIC
My Commission Expires July 24, 1974